it would be lawful, provided in the meantime the corporation had discharged one of its employés.

The fact that a laborer shall not be allowed to exchange labor for the commodities of life seems a most startling proposition. *Godcharles* v. *Wigeman*, 113 Pa. 431-437.

C. J. Darter dissents on authority of *Shafler* v. *Mining Co.*, 55 Md. 74, and *Budd* v. *New York*, 148 U. S. 517. In the former case, which was similar to the one under review, the court held the statute to be valid, as the Legislature reserved the right to amend the charter of a corporation. In the latter it was held that a law which applied to elevator owners in places of 130.000 inhabitants, and did not apply to places of less population, was not an unjust discrimination.

EVIDENCE—UNLAWFULLY OBTAINED—BACON V. UNITED STATES, 97 Fed. 35.—A letter written by the comptroller of the currency to the president of a national bank was wrongfully taken from his private box and given to the officers of the United States. *Held*, that such letter was admissible in evidence on the part of the government in a prosecution of the president.

This point is, no doubt, decided according to weight of authority. *Commonwealth* v. *Dana*, 2 Metc (Mass.) 329, 337; *State* v. *Griswold*, 67 Conn. 290. While we appreciate the grounds on which these cases are decided, yet the admission of these papers as evidence will allow the person who offers them to profit by his own wrong. Violence will be done to the very spirit of the IVth Amendment of the United States Constitution and of those private actions that can be brought against an invasion of one's right to his papers. The aim of that rule which says a person shall not be compelled in a criminal case to give evidence against himself is destroyed. The dissenting opinion of Baldwin, J., in *State* v. *Griswold* above, although in a case not directly in point, is a strong expression of the view opposed to what has been generally held on this point.

EVIDENCE—VARYING RECEIPTS—TOWER V. BLESSING, 61 N. Y. Sup. 255.—A receipt of a sum, "in full of all demands to date" is not conclusive on the party executing it, but it may be contradicted or explained by parol evidence.

This decision is in conformity with the rule adopted by the New York courts in regard to receipts in full. They make no distinction between a receipt for a specified sum and a receipt in full. Both furnish only *prima facie* evidence and both are equally open to explanation and contradiction. *Ryan* v. *Ward*, 48 N. Y. 204. As a general rule a receipt in full is much more conclusive than a simple receipt. *Bouvier's Dictionary*. In general a receipt in full is conclusive when given with a knowledge of all the circumstances, and when a party giving it cannot complain of any misapprehension as to the compromise he was making; 52 Ill., 183; 63 Mich. 690.

In Connecticut a receipt in full will operate as a discharge to defeat any further claims, unless executed under such circumstances of mistake, accident or fraud as will authorize a court of equity to set it aside. *Fuller* v. *Crittenden*, 9 Conn. 401; *Aborn* v. *Rathbone*, 54 Conn. 444.

INTERPRETATION—ACT REGULATING THE PRACTICE OF MEDICINE—OSTEOPATHY—NOT AN AGENCY WITHIN THE MEANING OF 92 OHIO LAWS 44—STATE V. LIFFRING, 55 N. E. 168 (Ohio).—The language of the act is "Any person shall be regarded as practicing medicine or surgery within the meaning of this act, who shall append the letters M.B. or M.D. to his name or for a fee prescribe, direct, or recommend for the use of any person any drug or medicine or other agency for the treatment, cure or relief of any wound, fracture or bodily infirmity or disease." Liffring was indicted for practicing without a a certificate. The indictment was based upon the fact that he had for a fee prescribed osteopathy—defined in the case as a system of rubbing or kneading portions of the body—as a cure for a certain disease. The fact was admitted, but it was held not an agency within the meaning of the act.